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RUTGERS UNIVERSITY

AGREEMENT

BETWEEN THE

BRIDGEWATER-RARITAN REGIONAL BOARD OF EDUCATION

AND THE

BRIDGEWATER-RARITAN ASSOCIATION EDUCATIONAL AIDES

JULY 1, 1976 - JUNE 30, 1977

James E. ...

PREAMBLE

This agreement is entered into this 26th Day of May by and between the Bridgewater-Raritan Board of Education, Raritan, New Jersey, hereinafter called the "Board" and the Bridgewater-Raritan Educational Aides Association, hereinafter called the "Association".

ARTICLE 1: RECOGNITION

Pursuant to Chapter 303, Public Laws of New Jersey, 1968, the Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all personnel employed by the Board as included herein:

Cafeteria Aides
Playground Aides
Kindergarten Aides
Teacher Aides

Team Teaching Aides
Language Lab Aides
Library Aides
Aides for the Handicapped

ARTICLE 2: NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Not later than October 1 of the school year in which the contract is to expire, the Board agrees to enter into negotiations with the Association over a successor agreement. By the same dates and for the purposes indicated above, the Association agrees to present its proposals to the Board. The agreements negotiated shall apply to the unit defined, be reduced to writing, be ratified by the Association, be adopted by the Board and be signed by the Association and the Board.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

ARTICLE 3: GRIEVANCE PROCEDURE

A. Definition

- 1. A "grievance" shall mean a complaint in writing by an aide or group of aides that there has been to her or them misinterpretation, misapplication or a violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated by the aide within thirty (30) calendar days of its occurrence or within thirty (30) calendar days of the time that the aide knows or should have known of its occurrence, otherwise the same shall be deemed to have been abandoned. The term "grievance" shall not include the following:

ARTICLE 3: GRIEVANCE PROCEDURE (Continued)

A. Definition (Continued)

1.
 - a. Matters where a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education or by the State Board of Education.
 - b. Matters which according to law are beyond the scope of Board authority or which are limited to unilateral action by the Board alone.
 - c. Any matter the determination of which would require an act by the Board of Education which it is without authority to do.
 - d. A complaint of an aide which arises by reason of her not being re-employed.
2. As used in the above definition the term "group of aides" shall mean a group of aides having the same grievance.
3. An aggrieved person is a person or persons claiming the grievance.

B. Procedure

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time periods contained in the grievance procedure may be extended by mutual agreement of the parties in writing.
3. It is understood that aides shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board.
4. Since it is important that grievances be processed as rapidly as possible, every effort should be made to expedite the process. Any aggrieved person may be represented at all stages of the grievance procedure by herself, or, at her option, by a representative selected or approved by the Association.

C. Level One

Any aide who has a grievance shall discuss it first with her principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

Level Two

If as a result of the discussion at Level One the matter is not resolved, the aide may, within five (5) school days of the discussion conference, set forth her grievance in writing to her principal on the grievance forms provided. The principal shall communicate her decision to the aide in writing within five (5) school days of receipt of the written grievance.

ARTICLE 3: GRIEVANCE PROCEDURE (Continued)

C. Level Three

The aide, no later than ten (10) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and her reasons for dissatisfaction with the decisions previously rendered. The Superintendent or/his designee shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing with reasons to the aide and the principal.

Decisions of the Superintendent in any matter excluded from the definition of a grievance heretofore shall be final and binding on all parties in interest and such decision shall neither be the subject of an appeal to the Board nor submitted to advisory arbitration. The parties expressly agree that consideration of such questions by the Superintendent is not intended and shall not be construed to be a waiver of the fact that such matters are not to be deemed grievances.

Level Four

If the grievance is not resolved to the aide's satisfaction she, no later than ten (10) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach related papers and forward the request within ten (10) school days to the Board of Education. The Board may consider the appeal on the written record submitted to it, or the Board may, on its own election, conduct a hearing; and it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties, who shall have the right to reply thereto. If the Board elects to conduct a hearing it shall be held within twenty-one (21) calendar days of the receipt of the grievance appeal by the Board. The Board shall make a determination within thirty-five (35) calendar days from the receipt of the grievance appeal or from the receipt of the requested additional materials or from the date of the hearing, whichever is later.

Decisions of the Board in any matter excluded from the definition of a grievance heretofore shall be final and binding on all parties in interest. The parties expressly agree that consideration of such questions by the Board is not intended and shall not be construed to be a waiver of the fact that such matters are not to be deemed grievances.

D. Miscellaneous

1. When an aide is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at Level Two be notified by the principal that the grievance is in process, shall have the right to be present and present its position in writing at all meetings with the aide held concerning the grievance, and shall receive a copy of all decisions rendered.

ARTICLE 3: GRIEVANCE PROCEDURE (Continued)

D. Miscellaneous (Continued)

2. If a grievance affects a group or class of aides, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure if more than one aide affected by the class grievance agrees to do so.
3. Forms pertaining to the filing of grievances shall be prepared by the Association and the Superintendent or his designee.

ARTICLE 4: ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association:

1. By September 30 of the year the contract is to expire, a current roster of aides (as of September 1).
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Permission of the school building principal or his designee shall be required. Such permission shall not be withheld unreasonably.
- C. The Association shall have access to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment at reasonable times when such equipment is not otherwise in use.
- D. The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary.
- E. All Association Business shall be conducted outside of working hours. Whenever any representative of the Association or any aide participates during working hours in negotiations, grievance proceedings, conferences, or meetings scheduled at the Board's discretion, she shall suffer no loss in pay.

ARTICLE 5: EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employee of the Board included in the unit as set forth under "Recognition" shall have the right freely to organize, join, and support the Association and its activities for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any aide in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, or other laws of New Jersey or Constitutions of New Jersey and the United States.
- B. No aide shall be disciplined, reprimanded, or have her increment withheld without just cause.

ARTICLE 5: EMPLOYEEN RIGHTS (Continued)

- C. Nothing contained herein shall be construed to deny or restrict to any aide such rights as she may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.

ARTICLE 6: SICK LEAVE

- A. All aides shall be entitled to ten (10) sick leave days each school year with pay as of the first official day of said school year whether or not they report for duty on the day. Any of the unused sick leave days shall be accumulated from year to year with no maximum limit.

ARTICLE 7: TEMPORARY LEAVE OF ABSENCE

- A. Aides shall be granted two (2) temporary leave days without specifying the reason if they deem it to be of a personal nature. This leave shall be in addition to any sick leave to which the aide is entitled.
- B. Excused absences, arranged at least 24 hours in advance, may be granted for any of the following personal reasons, up to maximum of two days per year:
 - a. Marriage in immediate family
 - b. Graduation exercises of children of employee
 - c. Required appearance in court involving no moral turpitude on the part of the employee
 - d. Unusual circumstances (to be considered on their merit by the Personnel Director)

NOTE: Personal days will not be granted the day immediately preceding or following a vacation and do not accumulate from year to year.

- C. Emergency leave, which cannot accumulate, is possible for three to five days for critical illness or death in the immediate family.
 - a. Critical illness means illness which the attending physician considers sufficiently serious to require the employee's presence at the bedside.
 - b. Immediate family means husband, wife, children and any other members of the same home; father and mother; brothers and sisters; grandfathers and grandmothers; father-in-law and mother-in-law.

ARTICLE 8: INSURANCE

- A. The Board agrees that for the term of the current agreement it will provide individual and full family health-care insurance coverage for all aides working twenty (20) hours per week or more through the New Jersey Health Benefits Program which shall include:
 - 1. Blue Cross
 - 2. Blue Shield
 - 3. Major Medical
 - 4. Rider J

ARTICLE 8: INSURANCE (Continued)

- B. As of July 1, 1976, the Board agrees to fund fully a single interest dental plan for all aides working twenty (20) hours per week or more. Said program shall be a non-deductible, U.C.R. Basic Dental Plan as set forth in the Health Services Inc. proposal dated March 1975.

ARTICLE 9: SALARY PROGRAM

See attached Salary Guide

ARTICLE 10: VACANCIES AND NEW POSITIONS

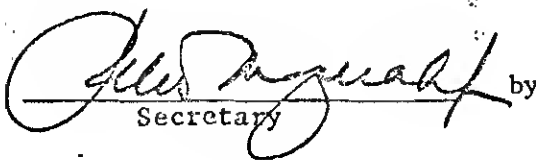
- A. Announcement of each aide opening in the District will be posted in each office by the Personnel Office.
- B. In the event of job termination, a thirty (30) day notice will be given.

ARTICLE 11: DURATION OF AGREEMENT

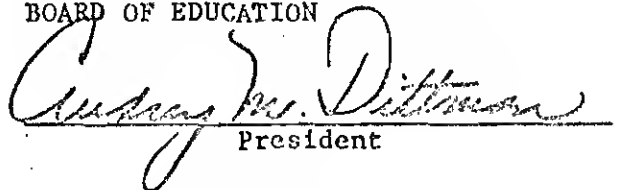
- A. This Agreement shall take effect upon execution by officers of the Board and the Association and official ratification by resolutions of the Board of Education and the membership of the Association.
- B. When so executed and ratified, the Agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1977. This Agreement may be extended only by a written document executed and ratified as provided in this ARTICLE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the proper officers and their seals to be affixed hereto the day and year first above written.

ATTEST:

 by
Secretary

BRIDGEWATER-RARITAN REGIONAL
BOARD OF EDUCATION


President

ATTEST:

 by
Secretary

BRIDGEWATER-RARITAN EDUCATIONAL
AIDES ASSOCIATION


President

BRIDGEWATER-RARITAN REGIONAL SCHOOL DISTRICT
Raritan, New Jersey

Division of Curriculum and Personnel

1976-77 SALARY GUIDE FOR SCHOOL AIDES

	1	2	3	4	5	6	7	8	Super Max
Cafeteria Aide	2.30	2.40	2.55	2.70	2.85	3.00	3.15	3.30	3.45
Cafeteria Aide (in charge)	2.40	2.50	2.65	2.80	2.95	3.10	3.25	3.40	3.55
Playground Aide	2.30	2.40	2.55	2.70	2.85	3.00	3.15	3.30	3.45
Kindergarten Aide	2.30	2.40	2.55	2.70	2.85	3.00	3.15	3.30	3.45
Teacher Aide	2.30	2.40	2.55	2.70	2.85	3.00	3.15	3.30	3.45
Team Teaching Aide	2.30	2.40	2.55	2.70	2.85	3.00	3.15	3.30	3.45
Language Lab Aide	2.30	2.40	2.55	2.70	2.85	3.00	3.15	3.30	3.45
Library Aide	2.40	2.50	2.65	2.80	2.95	3.10	3.25	3.40	3.55
Aide for Handicapped	2.60	2.70	2.85	3.00	3.15	3.30	3.45	3.60	3.75
Aide for Handicapped (with Nurse's Training)	2.80	2.90	3.05	3.20	3.35	3.50	3.65	3.80	3.95